

CITY OF HOUSTON
Public Safety Video Program
Application

Name _____
(Owner of Building or Management Company Maintaining Building)

Mailing Address _____ Zip _____

Street Address _____ Zip _____
(Facility address)

Camera Location _____ Zip _____
(Block or Intersection where camera actually faces)

Authorized Representative _____

Email _____

Phone _____ Fax _____

Type of Operation: ☐ Business ☐ Property Owners' Assn. ☐ Governmental Entity

Description of business conducted at location of camera _____

(Etc. office space, retail business or residential units)

Hours of Operation _____

Describe your interest in the property where the camera would be sited:

☐ fee ownership ☐ leasehold interest ☐ other _____

(Attach copy of supporting evidence to support this interest.)

As per City of Houston Code of Ordinances, Chapter 34, Article VIII, as part of this application I hereby make the following representations and accept the following obligations:

1. That the person completing the application is authorized to do so and to legally bind the applicant to the representations made in the application.
2. That the applicant agrees at its sole cost and expense to purchase, install, and maintain cameras conforming with the technical standards and requirements of the department.

3. That the applicant will, at its sole cost and expense, comply with all city codes, rules, regulations, and other requirements and will obtain all necessary permits as part of the process of installation of the camera.
4. That the applicant will, at its sole cost and expense, pay all monthly charges associated with the operation of the camera, transmission system, monitors, and other peripherals, including the cost of power, maintenance, parts replacement, etc.
5. That the applicant will, in accordance with the department's technical standards and requirements, and at its sole cost and expense, pay any and all costs associated with the transmission of the camera feed to the department's monitoring station, including any wireless, telephone, or other similar transmission cost.
6. That the applicant will, at its sole cost and expense, pay the cost of a camera monitor, computer hardware, computer software, recorders, and associated peripheral equipment for use by the department and conforming with the technical standards and requirements of the department.
7. That the applicant recognizes and agrees that the control of the field of view and the general operation of the camera will lie exclusively with the department, and that the live feed will be received, reviewed, and recorded exclusively by the department.
8. That the applicant recognizes and agrees that the live feed will be monitored by the department at such hours and with such staffing levels as the department in its sole discretion shall determine is appropriate, and that the department in no way represents that the live feed will be monitored (a) on a continuous basis, or (b) on any particular day, or (c) at any particular interval or hour of the day.
9. That the applicant recognizes and agrees that the department reserves the right at any time to change or modify the program as the department deems appropriate, or to terminate applicant's participation in the program at any time and for any reason, without recourse by applicant.
10. That if the applicant is terminated from participation in the program by the department, or if the applicant voluntarily withdraws from the program, the applicant shall as soon as possible and at applicant's sole cost and expense remove any equipment encroaching into the city's rights-of-way and repair any damage to the rights-of-way associated with said removal. The department shall return to applicant any equipment in its possession, such as monitors or cameras, but shall not be required to remove imbedded peripherals or computer software, nor return any recordings of live feed.
11. That the live feed will be digitally stored for a time period determined by the department to be administratively valuable to the department. Any portion of the stored images recorded for a specific criminal investigation will be maintained pursuant to the applicable records retention schedule, and as the department shall in its discretion determine. Digitally stored images will be available to the public, including Program participants, only pursuant to the parameters of the Texas Public Information Act.

I also acknowledge that the City of Houston is self-insured and that its liability is limited to that liability established by constitutional, statutory and common law and that nothing in City of Houston Code of Ordinances, Chapter 34, Article VIII creates any new liability or waives any immunity.

The video camera system is to be installed as a matter of public safety. Its primary use will be as an adjunct in conducting law enforcement investigations and in deterring crime. I also understand that I may, at my sole discretion and choice, request and/or authorize, if such request is approved, the extension of the video camera field of view to include portions of my private property.

I agree that the only portions of private property subject to monitoring will be those portions accessible to the public, such as parking lots, will not include the interior of any structure, and shall consist of those areas identified by the department, in its sole discretion, as areas prone to criminal activity.

Authorization to an extended video camera field of view is hereby granted. ☐ Yes ☐ No

With my signature I agree to the terms, conditions, and representations contained in this application.

Printed name of authorized representative

Signature of authorized representative

Department Review and Approval
(Signatures Required)

Division Commander:
(circle one)

Agree

Disagree

Technology Services:
(circle one)

Agree

Disagree

Assistant Chief:
(circle one)

Agree

Disagree

Executive Assistant Chief:
(circle one)

Agree

Disagree

Departments' Approval: